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<p>Robert O. Oakes, Jr. Mayor</p> <p>Wayne Gray Mayor Pro Tem</p> <p>Cliff Ogburn Town Manager</p>	 <p>Town of Nags Head Post Office Box 99 Nags Head, North Carolina 27959 Telephone 252-441-5508 Fax 252-441-0776 www.townofnagshead.net</p>	<p>Doug Remaley Commissioner</p> <p>Anna D. Sadler Commissioner</p> <p>M. Renée Cahoon Commissioner</p>
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NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20110667

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/
CORRESPONDING PURCHASE ORDER**

GBC
CONTRACTOR *initials*

THIS CONTRACT is made and entered into this the 6th day of April 2011, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and EAST CAROLINA PETROLEUM SERVICES, Inc., PO Box 1923, Elizabeth City, NC 27906 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

TO RETROFIT THE TOWN'S FUEL DISPENSING SYSTEM TO BRING IT INTO COMPLIANCE IN ACCORDANCE WITH THE NOTICE OF VIOLATION OF 2N .0302 (UPG15), DATED September 17, 2010. THIS CONSISTS OF REPLACING METAL FITTINGS AND INSTALLING SUMPS AND MONITORING EQUIPMENT. LABOR FOR 1 MAN FOR 5 DAYS WILL BE PROVIDED BY THE CONTRACTOR. THE MONITORS WILL BE WALL MOUNTED INSIDE THE BUILDING BEHIND THE PETROVEND OUTDOOR TERMINAL. INSTALLATION OF AN EMERGENCY PUMP STOP BUTTON THAT MEETS OSHA LOCATION STANDARDS IS ALSO INCLUDED.

TOTAL CONTRACT PRICE SHALL NOT EXCEED \$19,846.52 (Nineteen Thousand Eight Hundred Forty Six dollars and Fifty-Two cents) exclusive of NC Sales tax. IN ACCORDANCE WITH CONTRACTOR'S QUOTE SUBMITTED February 7, 2011 and March 11, 2011 (COPIES ATTACHED). The work is scheduled to commence on or about the 11th day of April 2011.

2. DESCRIPTION OF PROJECT -As part of the Project, Contractor shall provide and install the following items:

- 1- (1) TLS-300 TANK AND SENSOR MONITOR WITH CSLD TESTING OPTION
- 2- (4) DRY SUMP SENSORS
- 3- (2) TANK MONITOR PROBES
- 4- (2) 4' TANK MONITOR PROBE RISERS

- 5- (2) DISPENSER SUMP
- 6- (2) STABILIZER BRACKET
- 7- (2) TANK SUMP
- 8- (2) TANK ADAPTER
- 9- (2) 36" MANHOLE COVER
- 10-(2) 18" MANHOLE COVER
- 11-(2) EMERGENCY TRIP VALVE
- 12-(4) 1.5" X 18" FLEXLINE
- 13-(2) 2" BALL VALVE
- 14-(4) FRP ENTRY BOOTS
- 15-(8) ELECTRICAL ENTRY BOOTS
- 16-(2) FRP GLUE KITS
- 17-(1) FRP FITTINGS
- 18-(1) CONCRETE AND BACKFILL
- 19-(1) ELECTRICAL WIRING AND FITTINGS
- 20-(1) ADDITIONAL E-STOP BUTTON AT END OF BUILDING NEAR FIRE EXTINGUISHER

It is mutually agreed by and between the TOWN and CONTRACTOR that contract completion date shall be May 2, 2011 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 2, 2011 the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be \$100.00 as liquidated damages for every day's delay in furnishing the Equipment beyond the deadline prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 6, 2011 to May 15, 2011. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. **INSURANCE AND INDEMNITY**

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. **HEALTH AND SAFETY**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. **NON-DISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. **GOVERNING LAW**

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

Michelle H. Isaacs
Town of Nags Head



TOWN OF NAGS HEAD

By: C. J. O'Neil
Title: TOWN MANAGER

Date: 4/11/11

Lindsay M Chambers
Contractor

CONTRACTOR

By: [Signature]
Title: President

Date: 4/7/11

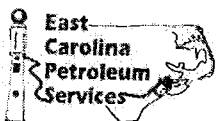
"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature] (Approved by John Leidy via e-mail dated 4/6/11)
TOWN ATTORNEY

This Contract is Contingent upon Board Approval on April 6, 2011.



East Carolina Petroleum Services, Inc.
P.O. Box 1923
Elizabeth City, NC 27906
800-525-5509
252-331-2754 Fax

Estimate

Date	Estimate #
2/7/2011	97

Name / Address
Nags Head Public Works PO Box 99 Nags Head NC 27959

P.O. No.	Terms
	net 10

Description	Qty	Cost	Total
Labor for 1 man for 5 days to assist the town to remove concrete and dirt from dispensers and tanks, replace metal fittings and install sumps and monitoring equipment. Will also install tank monitoring probes if access hole in tank exist.		2,600.00	2,600.00
TLS-300 tank and sensor monitor with CSLD testing option	1	5,398.00	5,398.00T
dry sump sensors	4	188.45	753.80T
tank monitor probes	2	1,499.00	2,998.00T
4" tank monitor probe risers	2	87.50	175.00T
dispenser sump	2	372.50	745.00T
stabilizer bracket	2	49.50	99.00T
tank sump	2	553.00	1,106.00T
tank adapter	2	163.75	327.50T
36" manhole cover	2	491.50	983.00T
18" manhole cover	2	146.00	292.00T
emergency trip valve	2	97.50	195.00T
1.5"x18" flexline	4	116.50	466.00T
2" ball valve	2	65.23	130.46T
frp entry boots	4	36.54	146.16T
electrical entry boots	8	29.58	236.64T
frp glue kits	2	22.48	44.96T
frp fittings	1	525.00	525.00T
concrete and backfill	1	1,000.00	1,000.00T
electrical wiring and fittings	1	1,125.00	1,125.00T

Thank you for your business.

Subtotal

Sales Tax (7.75%)

Total



East Carolina Petroleum Services, Inc.
P.O. Box 1923
Elizabeth City, NC 27906
800-525-5509
252-331-2754 Fax

Estimate

Date	Estimate #
2/7/2011	97

Name / Address
Nags Head Public Works PO Box 99 Nags Head NC 27959

P.O. No.	Terms
	net 10

Description	Qty	Cost	Total
Concrete disposal or well pointing will be extra to price due to not knowing how much disposal cost will be or if water table is to high. Price also is with mounting tank monitor on wall inside building behind petrovent outdoor terminal Installation of tank sensors and tank sumps are possible if 4" openings are available			
Thank you for your business.		Subtotal	\$19,346.52
		Sales Tax (7.75%)	\$1,297.86
		Total	\$20,644.38



East Carolina Petroleum Services, Inc.
P.O. Box 1923
Elizabeth City, NC 27906
800-525-5509
252-331-2754 Fax

Estimate

Date	Estimate #
3/11/2011	108

Name / Address
Nags Head Public Works PO Box 99 Nags Head NC 27959

P.O. No.	Terms
	net 10

Description	Qty	Cost	Total
add additional E-stop button at end of building near fire extinguisher		500.00	500.00
Attn: Dave Clark			

Thank you for your business.

Subtotal	\$500.00
Sales Tax (7.75%)	\$38.75
Total	\$538.75



04/08/2011 12:52
heagyk

TOWN OF NAGS HEAD

PG 1
poinquiry

PURCHASE ORDER

20110667-00 FY 2011

BILL TO

VENDOR

EAST CAROLINA PETROLEUM INC
106 MEDICAL DRIVE
ELIZABETH CITY, NC 27909

SHIP TO

PUBLIC WORKS % KAREN COSTELLO
2200 LARK AVE
NAGS HEAD, NC 27959

Tel# 252-339-3655
Fax# 252-264-4422

Requisition
722

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/06/11	009131			Public Works Facilities Maint

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	REQUIRED RETROFIT OF THE PUB PUBLIC WORKS FUEL PUMPS (AS PER CONTRACT).	1.0	Each	19846.520	19,846.52

PO TOTAL 19,846.52

** END OF REPORT - Generated by Karen Heagy

tyler
2011-06-08



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Gateway Insurance Services, Inc.
400 W Ehringhaus Street
PO Box 2589
Elizabeth City NC 27906

CONTACT NAME: Leona Burnham, CISR

PHONE (A/C No. Ext): (252) 338-3322

FAX (A/C No): (252) 338-1137

E-MAIL ADDRESS: leonaburnham@gwfh.com

PRODUCER CUSTOMER ID: 00012508

INSURED

East Carolina Petroleum Services Inc
PO Box 1923
Elizabeth City NC 27906

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: General Casualty Co of WI 24414

INSURER B: BerkleyNet Underwriters

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL114705164

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			C2A0765743	2/13/2011	2/13/2012	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	BNUWC0115344	12/31/2010	12/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

(252) 441-3350

Town of Nags Head
Public Works / Dave Clark
PO Box 99
Nags Head, NC 27959

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)
INS025 (200909)

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